

the County. Certificates from the insurance carrier, stating the types of coverage provided, limits of liability, and expiration dates, shall be filed with the County before operations are commenced. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this contract and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this contract.

If the initial insurance expires prior to the completion of the contract, renewal certificates shall be furnished thirty (30) days prior to the date of expiration.

18. Non Discrimination - Lessee shall furnish all services authorized under this agreement on a fair, equal, and non-discriminatory basis to all persons or users thereof, charging fair, reasonable, and non-discriminatory prices for all items and services which it is permitted to sell or render under the provisions hereof. Provided, however, that nothing contained in this paragraph or in any other paragraph of this Agreement shall be construed as requiring the Lessee to seek approval by Monroe County before or after Lessee establishes or alters its rental car rates.

19. Rules and Regulations - Lessee agrees to observe and obey, during the term of the contract, all laws, ordinances, rules and regulations promulgated and enforced by the County and any other proper authority having jurisdiction over the conduct of the operations at the airports. Within thirty (30) days from the date of this contract, the County shall provide the Lessee a written list of all rules and regulations which it has promulgated up until that time and which will effect the Lessee's operations hereunder. In the event new rules and regulations are contemplated, written notice of same shall be furnished to Lessee, and Lessee will be given thirty (30) days to comply. In

possession under this Lease, the Lessee shall so notify the County, and the parties hereto agree that any problems arising incidental thereto will, as much as possible, be worked out between the parties without the necessity to resort to further legal remedies.

20. Furnishing of Service - The Lessee further covenants and agrees that he will, at all times during the continuance of the term, hereby demised and any renewal or extension thereof, conduct, operate, and maintain for the benefit of the public, the rental car concession provided for and described herein, and all aspects and parts and services thereof as hereinabove defined and set forth, and will make all such facilities and services available to the public and that he will devote his best efforts for the accomplishments of such purposes.

21. United States' Requirements - This Lease shall be subject and subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Airport Act of 1946, as amended, or any future act affecting the operation or maintenance of the Airport, provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreement to include provisions protecting and preserving the rights of Lessee in and to the demised premise and improvements thereon, and to compensation for the taking thereof, and payment for interference therewith and for damage thereto, caused by such agreement or by actions of the Lessor or the United States pursuant thereto.

22. Lessor's Covenants - The Lessor covenants and agrees that:

(a) Lessor is the lawful owner of the property demised hereby, that it has lawful possession thereof, and has good and lawful authority to execute this Lease; and,

(b) throughout the term hereof Lessee may have, hold and enjoy peaceful and uninterrupted possession of the premises and rights herein leased and granted, subject to performance by Lessee of its obligations herein.

... of its obligations under the agreement, in which case Monroe County shall give the Lessee notice in writing to cure such default within thirty (30) days, or the concession will be automatically cancelled at the end of that time and such cancellation will be without forfeiture, waiver, or release of the County's right to any sum of money due pursuant to this agreement for the full term hereof:

(a) if Lessee shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy Laws or any other similar law or statute of the United States or any state, or government, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of the property of Lessee;

(b) if by order or decree of a court of competent jurisdiction Lessee shall be adjudged bankrupt or an order shall be made approving a petition seeking its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy Laws or any law or statute of the United States or any state, territory, or possession thereof or under the law of any other state, nation, or government, provided, that if any such judgment or order be stayed or vacated within ninety (90) days after the entry thereof, any notice of cancellation given shall be and become void and of no effect;

(c) if by or pursuant to any order or decree of any court of governmental authority, board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Lessee for the benefit of creditors, provided, that if such order or decree be stayed or vacated within sixty (60) days after the entry thereof or during such longer period in which Lessee diligently and in good faith contests the same, any notice of cancellation shall be and will become null, void and of no effect;

(d) if Lessee fails to pay the rental charges or other money payments required by this instrument and such failure shall not be remedied within thirty (30) days following receipt by Lessee of written demand from Lessor so to do;

(e) if Lessee defaults in fulfilling any of the terms, covenants, or conditions required of it hereunder and fails to remedy said default within thirty (30) days following receipt by Lessee of written demand from Lessor so to do, or if, by reason of the nature of such default the same cannot be remedied within thirty (30) days following

default within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof.

(f) If the Lessee shall desert or abandon the premises for seven (7) consecutive calendar days; or

(g) If the concession or the estate of the Lessee hereunder shall be transferred, subleased, or assigned in any manner except in the manner as herein permitted; or

(h) If the Lessee shall fail to pay any validly imposed tax; assessments; utility rent, rate, or charge; or other governmental imposition; or any other charge or lien against the premises leased hereunder within any grace period allowed by law, or by the governmental authority imposing the same, during which payment is permitted without penalty or interest; in complying with this subparagraph the Lessee does not waive his right to protest such tax, assessment, rent, rate or charge; or

(i) If the Lessee fails to provide service as required by specifications on five days during any thirty day period, unless such failure is caused by an act of God, national emergency or a labor strike of which the Lessee has given the County immediate notice, the concession may be cancelled within thirty days of the giving of notice by the County and the Lessee shall not be permitted to cure such default.

24. Additional Remedies - In the event of a breach or a threatened breach by Lessee of any of the agreements, terms, covenants, and conditions hereof, the County shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or inequity, as if specific remedies, indemnity or reimbursement were not herein provided.

The rights and remedies given to Monroe County are distinct, separate and cumulative, and no one of them, whether or not exercised by the County, shall be deemed to be in exclusion of any of the others herein or by law or in equity provided.

No receipt of monies of Monroe County from Lessee after the cancellation or termination hereof shall reinstate, continue or extend the term, or affect any notice previously given to Lessee, or operate as a waiver of the right of the County to enforce the payment of rentals and other charges then due or thereafter falling due, or operate as a waiver of the right of the County to

... or terminate as herein provided, or after the commencement of any proceeding, or after a final order for possession of the premises, the County may demand and collect any monies due, or thereafter falling due, without in any manner affecting such notice, proceeding, or order; and any and all such monies and occupation of the premises, or at the election of the County on account of Lessee's liability hereunder. The parties agree that any litigation arising out of the agreement shall be brought in Monroe County, Florida, and determined under the laws of the State of Florida, Lessee will pay any reasonable attorney's fees incurred if the County prevails in the enforcement of the agreement, regardless of whether or not a lawsuit is filed, including but not limited to all costs and attorney's fees incurred in collecting, trial, bankruptcy or reorganization proceedings or appeal of any matter hereunder and all cost, charges and expenses incurred herein.

25. Cancellation by Lessee - Lessee shall have the right, upon written notice to Lessor, to cancel this Agreement in its entirety upon or after the happening of one or more of the following events, if said event or events is then continuing:

(a) the issuance by any court of apparent competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the demised premises or preventing or restraining the use of the Airport for usual airport purposes in its entirety, or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Airport, which remains in force unvacated or unstayed for a period of at least one hundred twenty (120) days;

(b) the default of Lessor in the performance of any of the terms, covenants, or conditions required of it under this instrument and the failure of lessor to cure such default within a period of thirty (30) days following receipt of written demand from Lessee so to do, except that if by reason of the nature of such default, the same cannot be cured within said thirty (30) days, then Lessee shall have the right to cancel if Lessor shall have failed to commence to remedy such default within said thirty (30) days following receipt of such written demand, or having so commenced, shall fail thereafter to continue with diligence the curing thereof;

(c) the inability of Lessee to conduct its business at the Airport in substantially the same manner and to the same extent as theretofore conducted, for a period of at least ninety (90) days, because of (i) any law, (ii) any rule, order, judgment, decree, regulation, or other action or non-action of any Governmental authority, board, agency or officer having jurisdiction thereof;

(d) if the fixed improvements placed upon the demised premises are totally destroyed, or so extensively damaged that it would be impracticable or uneconomical to restore the same to their previous condition as to which Lessee is the sole judge. In any such case, the proceeds of insurance, if any, payable by reason of such loss shall be apportioned between Lessor and Lessee, Lessor receiving the same proportion of such proceeds as the then expired portion of the Lease term bears to the full term hereby granted, and Lessee receiving the balance thereof. If the damage results from an insurable cause and is only partial and such that the said fixed improvements can be restored to their prior condition within a reasonable time, then Lessee shall restore the same with reasonable promptness, and shall be entitled to receive and apply the proceeds of any insurance covering such loss to said restoration, in which event this Agreement shall not be cancelled but shall continue in full force and effect, and in such case any excess thereof shall belong to Lessee;

(e) in the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the United States Government, or any state or local government occupies the Airport or a substantial part thereof; or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport or the use of motor vehicles or airplanes by the general public, or a limitation of the supply of automobiles or of automotive fuel, supplies, or parts for general public use, and any of said events results in material interference with Lessee's normal business operations or substantial diminution of Lessee's gross revenue from its automobile rental concession at the Airport, continuing for a period in excess of fifteen (15) days;

(f) in the event that at any time prior to or during the term of this agreement, Lessee's presently existing right to operate a automobile rental concession at the Airport is withdrawn, cancelled, terminated, or not renewed by Lessor;

(g) the taking of the whole or any part of the demised premises by the exercise of any right of condemnation or eminent domain;

(h) if at any time during the basic term or option term of this Lease a majority of the scheduled air transportation serving the

no longer operates from the Airport; or,

(1) if at any time during the basic term hereof or the option periods, the Airport or terminal building is removed to a place more than three (3) road miles distant from its present location.

26. Lessee's Reserved Rights - Nothing contained in this Agreement shall limit or restrict in any way such lawful right as Lessee may have now or in the future to maintain claims against the federal, state, or municipal government, or any department or agency thereof, or against any interstate body, commission or authority, or other public or private body exercising governmental powers, for damages or compensation by reason of the taking or occupation, by condemnation or otherwise, of all or a substantial part of the demised premises, including fixed improvements thereon, or of all or a material part of the Airport with adverse effects upon Lessee's use and enjoyment of the demised premises for the purposes hereinabove set forth; and Lessor hereby agrees to cooperate with Lessee in the maintenance of any just claim of said nature, and to refrain from hindering, opposing, or obstructing the maintenance thereby by Lessee.

27. Assignment and Subletting - It is expressly agreed and understood that any and all obligations of Lessee hereunder may be fulfilled or discharged either by Lessee or by a Licensee member of Sundance Carriage Corp. d/b/a Dollar Rent A Car of Key West, and that any and all privileges of every kind granted Lessee hereunder extends to any Licensee appointed; provided, however, that notwithstanding the method of operation employed by Lessee hereunder, Lessee always shall continue to remain directly liable to Lessor for the performance of all terms and conditions of this Lease. Except as hereinabove set out, the premises may not be sublet in whole or in part, and Lessee shall not assign this agreement without prior written consent of Lessor, nor permit any transfer by operation of law of Lessee's interest created hereby, other than by merger or consolidation.

28. Other Use - Lessee shall not use or permit the use of the demised premises or any part thereof for any purpose or use other than as authorized by this

... Lessee shall cause to be removed any and
liens of any nature arising out of or because of any constr
performed by Lessee or any of its contractors or sub-contra
upon the demised premises or arising out of or because of th
performance of any work or labor upon or the furnishing of a
materials for use at said premises, by or at the direction o
Lessee.

30. Time - In computing Lessee's time within which to
commence construction of any fixed improvements or to cure an
default as required by this Lease, there shall be excluded all
delays due to strikes, lockouts, Acts of God and the public
enemy, or by order or direction or other interference by any
municipal, State, Federal or other Governmental department, bo
or commission having jurisdiction, or other causes beyond Les-
see's control.

31. Paragraph Headings - Paragraph headings herein are
intended only to assist in read identification and are not in
limitation or enlargement of the content of any paragraph.

32. Notices - Any notice or other communication from either
party to the other pursuant to this Agreement is sufficiently
given or communicated if sent by registered mail, with proper
postage and registration fees prepaid, addressed to the party fo
whom intended, at the following address:

For Lessor: Monroe County Board of County Commissioners
P. O. Box 1680
Key West, Florida 33040

For Lessee: Sundance Carriage Corporation
d/b/a Dollar Rent A Car
5012 W. Lemon Street
Tampa, Florida 33609

or to such other address as the party being given such notice
shall from time to time designate to the other by notice given in
accordance herewith.

... the parties have caused these prese:
to be executed by their respective officer or representative
thereunto duly authorized, the day and year first above writ:

BOARD OF COUNTY COMMISSION
OF MONROE COUNTY, FLORIDA

By Jerry Heenan
MAYOR/CHAIRMAN

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

Daniel L. Kolhage, D.C.
CLERK

SUNDANCE CARRIAGE CORPORATION d/b
DOLLAR RENT A CAR OF KEY WEST

By E. H. Hines
PRESIDENT

(SEAL)

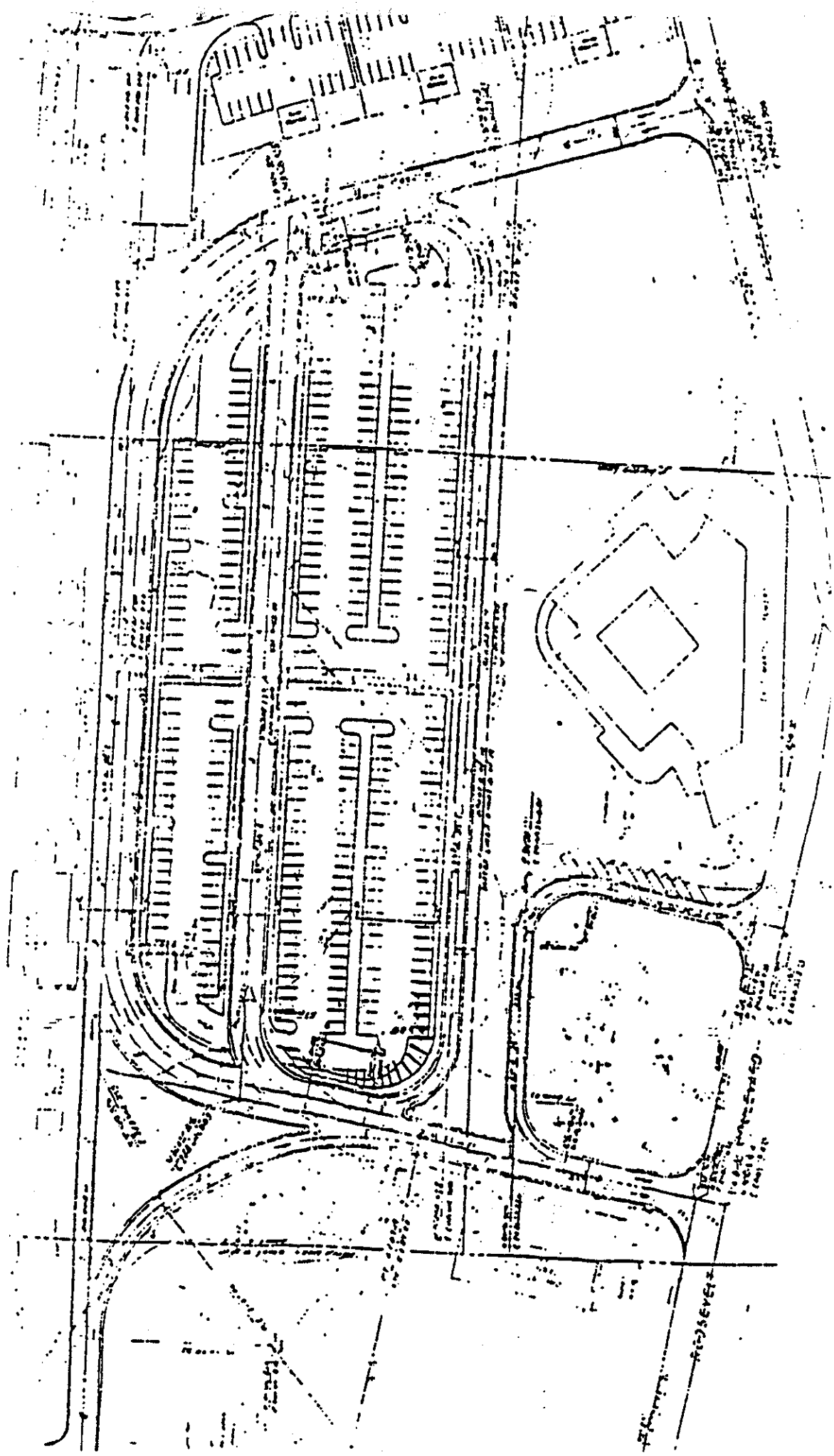
Attest:

[Signature]
SECRETARY

RECORDED AS TO FID

Col. J. Allen

DOLLAR RENT A CAR
Exhibit "B"



Honor County, Florida
Monthly Invoice and Rebatement Statement

For: _____

To: _____

Date: _____

Invoice #: _____

	Rental Car Counter	Rental Car Ready Area	Total
I. Construction Program Information			
A. Current Month's Construction Cost- \$ Note I	\$		\$
#B. Prior Months Construction Cost			
C. Total to date--Construction Costs \$			
II. Contract Billing Information			
A. Counter Rental:			
#1. Current Month--			
# of sq. ft. _____ times rate _____			
#2. Plus prior months rent			
#3. Total to date--Counter rental			
B. Concession Fees:			
1. 1/12th of Guaranteed annual minimum			
2. 10% of previous month's gross revenue			
3. Greater of lines 1 or 2 above			\$
4. Plus prior months concession fees			\$
5. Total to date--concession fees			\$
III. Monthly Invoice Statement			
#A. Counter Rental (Line II.A.3)			\$
B. Concession Fees (Line II.B.5)			
C. (Less construction costs (Line I.C.))			(_____)
D. Amount Due or (Amount of Rebate Credit)			

Notes and Instructions

Note 1.: Lessee must attach copies of paid invoices which agree with
copies of cancelled checks which when totalled agree with Line I.A.

Instructions:

- A. Lessor--the Airport Director is to complete all lines with the symbol "f" and forward invoices to Lessee within seven (7) days after receiving prior month's Invoice and Rebatement Statement from the Lessee.
- B. Lessee--will complete all lines not coded with the symbol "f", and forward along with payment no later than the last date of the month preceding the current month's invoice.

THIS ADDENDUM TO AGREEMENT is entered into this 3rd day of November, 1987, by and between Monroe County, party of the first part and Sundance Carriage Corp. d/b/a Dollar Rent a Car of Key West, party of the second part, in order to amend that certain Rental Car Concession Agreement entered into by the parties dated July 7, 1987, and the parties do hereby agree and stipulate as follows:

1. That the commencement date of October 15, 1985, as shown in paragraph 2 of the said Rental Car Concession Agreement, is hereby extended to such time as the party of second part occupies new, improved space as provided for by the Airport Manager.

2. In all other respects, said Rental Car Concession Agreement dated July 7, 1987, shall govern and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to Agreement to be executed as of the day and year first above written.

MONROE COUNTY, FLORIDA

By Eugene J. Zito, Jr.
Mayor/Chairman of the Board
of County Commissioners of
Monroe County, Florida

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

Daniel L. Kolhage, D.C.
Clerk

SUNDANCE CARRIAGE CORP., d/b/a
DOLLAR RENT A CAR OF KEY WEST

By [Signature]
President

(SEAL)

Attest:

[Signature]
Secretary

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature] 71

EXHIBIT 'B'

DOLLAR RENT A CAR

THIS LEASE EXTENSION agreement is entered into by and between Monroe County, a political subdivision of the State of Florida, hereafter Lessor, and ~~Dollar Rent A Car Systems, Inc.~~ ^{Dollar Rent A Car Systems, Inc.} hereafter Lessee or Concessionaire. Copies of the original agreement between the parties dated September 15, 1987, (the original agreement) is attached to this amendment and incorporated

WHEREAS, the parties desire to extend the original agreement: now, therefore,

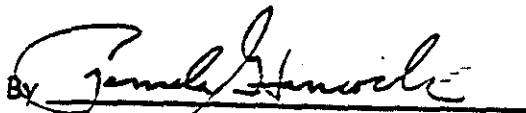
IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. Paragraph 2 of the original agreement is amended to read:
2. Term. This Agreement is for a term commencing on September 30, 2002 and expiring on June 30, 2004.
2. Paragraph 3, is amended to read:
3. Rental. The monthly rental is \$4,456.00, plus tax of \$334.20 to be paid in advance on or before the first business day of each calendar month of the term.
3. Except as set forth in paragraphs one and two of this lease extension agreement in all other respects the terms and conditions of the original agreement remain in full force and effect.

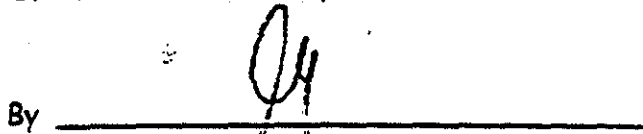
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 16th day of OCTOBER 2002.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

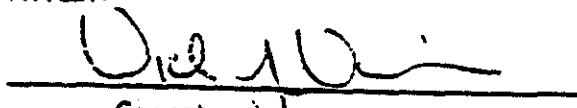
By 
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

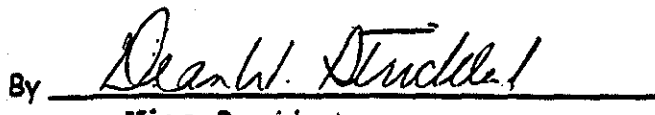
By 
Mayor/Chairperson

(SEAL)

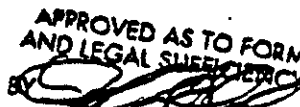
Attest:


Secretary
Vicki J. Vaniman
Secretary

DOLLAR RENT A CAR SYSTEMS, INC.
~~DOLLAR RENT A CAR SYSTEMS, INC.~~

By 
Vice President
Dean W. Strickland
V.P., Properties & Concessions

Jdair\$X

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 

AIRPORT SERVICE FACILITY

LEASE

THIS AGREEMENT, made and entered into this 15th day of September, A.D. 1987, by and between Monroe County, a political subdivision of the State of Florida (hereinafter called "Lessor"), and Sundance Carriage Corp. d/b/a Dollar Rent A Car of Key West, qualified to do business in the State of Florida (hereinafter called "Lessee");

WHEREAS, Lessor has granted to Lessee a non-exclusive right to operate an automobile rental concession at and from Key West International Airport at Key West, Florida (hereinafter called the "Airport"); and

WHEREAS, Lessor and Lessee desire, in connection with said operations, to provide for the leasing by Lessor to Lessee of certain real estate on the Airport for the establishment of facilities for the maintenance, servicing, storage, sale and disposal of Lessee's used rental vehicles and for other purposes in connection with said operations, all as hereinafter more specifically provided;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises hereinafter contained, the parties hereto do agree as follows:

1. Premises - Lessor hereby leases to Lessee for its exclusive use the real estate located in Monroe County, Florida, said tract containing 23,421 square feet, and being designated "Service Area" as shown on Exhibit "A" attached hereto and made a part hereof; and in addition thereto, hereby grants a non-exclusive easement for ingress and egress to said tract as effected by the attached Exhibit "A" in area designated Easement for Ingress and Egress."

TO HAVE AND TO HOLD the said premises (hereinafter sometimes called the "premises" or "demised premises") with the appurtenances thereunto belonging, together with all structures and improvements, if any, thereon upon the terms and conditions hereinafter contained.

3. Rental - Lessee, for and during the term hereof, shall pay to Lessor for the use and occupancy of said Basic Premises and for the rights and privileges herein granted it at the following scheduled rates:

First Five Years	15 cents per sq. ft. of the leased area per year. Total annual rental <u>\$3,513.15</u> .
Second Five Years	21 cents per sq. ft. of the leased area per year. Total annual rental <u>\$4,918.41</u> .
Third Five Years	29.4 cents per sq. ft. of the leased area per year. Total annual rental <u>\$6,885.77</u> .

The annual rental shall be payable in equal monthly installments in advance on or before the first business day of each calendar month of the term. Rental shall not be due until beneficial occupancy of the premises or one year from the commencement of this agreement, whichever shall be first.

4. Lessee's Improvements - Lessee shall have the right during the term hereof, at its own expense, at any time from time to time:

(a) to construct and install in and upon the premises hereby leased, a building or buildings and such other structures and facilities as it may deem necessary or desirable for the storage, maintaining and servicing of its vehicles hereunder and for such other purposes as may be necessary or desirable in connection with its operation at the Airport, provided, however, that Lessee first shall submit plans and specifications for all fixed improvements to the Board of County Commissioners for approval, which approval shall not be unreasonably withheld. The term "fixed improvements" whenever used in this lease shall be construed to include all buildings and other structures erected upon the premises, all fencing, grading and surfacing with stone and/or hardtop, all underground and overhead wires, cables, pipes, conduits, tanks and drains, and

---, which is so attached to any building or structure on the premises that same may not be removed without material injury to said property or to the building or structure to which same shall be attached. Upon expiration of this Agreement, title to all fixed improvements erected or installed by Lessee in or upon the demised premises shall vest in Lessor, excluding, however, Lessee's trade fixtures and personal property, as hereinafter provided. Lessee shall commence construction of any fixed improvements to be erected or installed by Lessee hereunder within a period of four (4) months from and after the approval of the plans and specifications therefor by or on behalf of Lessor, and shall prosecute the work to completion with all due diligence; and

(b) to install, maintain, operate, repair and replace any and all trade fixtures and other personal property useful from time to time in connection with its operations on the Airport, all of which shall be and remain the property of Lessee and may be removed by Lessee prior to or within a reasonable time after expiration of the term of this Agreement, provided, however, that Lessee shall repair any damage to the premises caused by such removal. The failure to remove trade fixtures or other personal property shall not constitute Lessee a hold-over, but all such property not removed within ten (10) days after Lessee receives a written demand for such removal shall be deemed abandoned and thereupon shall be the sole property of Lessor. It is understood that, for purposes of this Article, the phrase "trade fixtures" shall include, but shall not be limited to, any signs, electrical or otherwise, used to advertise Lessee's business in and about the demised premises; all machinery and equipment used in connection with the servicing of automotive

attached to said premises; any lift hoist, compressor or other mechanical device used to service said automotive vehicles; and all other miscellaneous equipment, including, but not by way of limitation, air conditioning equipment installed in or placed on or about the demised premises and used in connection with Lessee's business therein.

5. Utilities - All utilities will be separately metered and billed directly to Lessee. Lessor grants to the Lessee the right of easement necessary to construct, install and maintain, at the sole expense of Lessee, all necessary tap lines and facilities to connect said tap lines to the supply lines of the Lessor and to receive all said utilities and service as hereinabove provided.

6. Lessee's Obligations - Lessee covenants and agrees:

(a) to pay the rent and other charges herein reserved at such times and places as the same are payable;

(b) to pay all charges for water, gas, electric power and sewage service consumed on the demised premises during the term of this agreement, at regularly established rates;

(c) to make no alterations, additions or improvements to the demised premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld;

(d) to keep and maintain the demised premises in good condition, order and repair during the term of this Agreement, and to surrender the same upon the expiration of this term in the condition in which they are required to be kept, reasonable wear and tear and damage by casualty, not caused by Lessee's negligence, riot and civil commotion, excepted;

with all federal, state or local statutes, ordinances, regulations and standards applicable to Lessee for its use of the demised premises, including, but not limited to, rules and regulations promulgated from time to time by or at the direction of Lessor for administration of the Airport;

(f) to pay all taxes assessed or imposed by any governmental authority upon any building or other improvements erected or installed on the demised premises during the term of this Agreement; and

(g) to carry fire and extended coverage insurance, if obtainable, on all fixed improvements erected by Lessee on the demised premises to the full insurable value hereof, if being understood and agreed that for purposes hereof the term "full insurable value" shall be deemed to be that amount for which a prudent owner in like circumstances would insure similar property, but in no event an amount in excess of Lessee's original cost of constructing said fixed improvements.

7. Lessor's Inspection and Maintenance - Lessor and its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right to enter upon the demised premises for the following purposes:

(a) to inspect the demised premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this agreement with respect thereto; or

(b) to perform essential maintenance, repair, relocation or removal of existing underground and overhead wires, pipes, drains, cables and conduits now located on or across the demised premises, and to construct, maintain, repair, relocate and remove such

----- plan of development of the Airport, provided, however, that said work shall in no event disrupt or unduly interfere with the operations of Lessee, and provided further, that the entire cost of such work, including but not limited to the cost of rebuilding, removing, relocating, protecting or otherwise modifying any fixed improvements at any time erected or installed in or upon the demised premises by Lessor, Lessee or third parties, as a result of the exercise by Lessor of its rights hereunder, and the repair of all damage to such fixed improvements caused thereby, shall be borne solely by Lessor.

8. Indemnification - Lessee shall indemnify and hold Lessor forever harmless from and against all liability imposed upon Lessor by reason of legal liability for injuries to persons, or wrongful death, and damages to property caused by Lessee's operations or activities on such premises or elsewhere at the Airport, provided that Lessor shall give Lessee prompt and timely notice of any claims made against Lessor which may result in a judgment against Lessor because of such injury or damage and promptly deliver to Lessee any papers, notices, documents, summonses, or other legal process whatsoever served upon Lessor or its agents, and provided, further, that Lessee and its insurer, or either of them, shall have the right to investigate, compromise, or defend all claims, actions, suits and proceedings to the extent of Lessee's interest therein; and in connection therewith the parties hereto agree to faithfully cooperate with each other and with Lessee's insurer or agents in any said action.

9. Liability Insurance - Lessee shall carry public liability insurance with responsible insurance underwriters, licensed and registered to do business in the State of Florida, insuring Lessee and Lessor against all legal liability for injuries to persons, or wrongful death, and damages to property caused by Lessee's activities and operations on said premises,